



# CONTRACT DATA SHEET

Monroe County Division of Purchasing  
200 County Office Building, Rochester NY 14614

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**TITLE:** MICROFILM SUPPLIES & PROCESSING

**CONTRACT #:** 1209-12

**CONTRACT DATES:** 1/24/13-1/31/16

**BUYER:** WALTER B. LARAUS

**PHONE:** 585/753-1121

**FAX:** 585/753-1104

**VENDOR(S):** BIEL'S  
1201 INDIAN CHURCH  
BUFFALO, NY 14004  
PHONE: 716-675-2121 x113  
FAX: 716-675-8627

## TERMS AND CONDITIONS

<b><u>BID ITEM:</u></b>	<b>MICROFILM SUPPLIES &amp; PROCESSING</b>
<b><u>FOR:</u></b>	Monroe County Clerk's Office
<b><u>DEPARTMENT CONTACT:</u></b>	Diana Christodaro, (585) 753-1613
<b><u>DUPLICATE COPIES:</u></b>	<b><u>PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.</u></b>
<b><u>BID INFORMATION:</u></b>	At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.
<b><u>SUBMITTAL OF FORMAL PROPOSAL:</u></b>	<p>Bid proposal must be legible and submitted in the original form, bearing an original signature. <b>EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.</b></p> <p>All bidders must submit proof that they have obtained the required <b>Workers' Compensation</b> and <b>disability benefits</b> coverage or proof that they are exempt.</p>
<b><u>SPECIFICATION ALTERATIONS:</u></b>	Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. <b>Only formal written addenda can materially alter this set of specifications.</b> No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.
<b><u>QUANTITIES:</u></b>	The quantities listed are the estimated <u>annual</u> requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term.
<b><u>BRAND REFERENCE:</u></b>	References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.
<b><u>QUALIFIED BIDDER:</u></b>	Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. <b>The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to their ability to perform.</b> Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

<b><u>METHOD OF AWARD:</u></b>	Monroe County intends to award the bid to the lowest responsive and responsible bidder, based on the <b>TOTAL. Bidder must bid on all items in order to be considered. The County reserves the right to reject any and all bids</b> if the Purchasing Manager deems said action to be in the best interest of the County.
<b><u>CONTRACT TERM:</u></b>	Contract will start with the date of the contract award and run through <b>January 31, 2014</b> , with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.
<b><u>PRICE CHANGES:</u></b>	Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.
<b><u>MINIMUM ORDER:</u></b>	No minimum order is specified for this contract. Agencies must be able to order as needed. <b><u>Political subdivisions and others authorized by law may participate in this contract.</u></b>
<b><u>DELIVERY:</u></b>	All deliveries to be F.O.B. Monroe County to agency as specified by a Purchase Order. Delivery costs must be built into the unit prices bid. Deliveries must be made as per the specifications. The County reserves the right to terminate the contract in the event the specified delivery time is not met.
<b><u>PURCHASE ORDER ISSUANCE:</u></b>	Delivery of services may be directed by the receipt of a Purchase Order only. <b>Items that are not part of this bid <u>will not</u> be paid for by Monroe County.</b> As to all purchase orders issued by Monroe County, exceptions may <u>only</u> be authorized, in writing, by the Purchasing Manager or her authorized agent <u>prior</u> to delivery.
<b><u>BILLING PROCEDURE:</u></b>	All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. <b>ALL INVOICES MUST BE MARKED WITH THE <u>PURCHASE ORDER NUMBER</u>. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.</b>
<b><u>UNCONTEMPLATED PURCHASES:</u></b>	Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.
<b><u>SUBCONTRACT:</u></b>	The Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.
<b><u>RELATED ITEMS:</u></b>	The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or her Designee.

**REPORT OF**  
**PURCHASE:**

The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered, to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

**OTHER AGENCIES:**

The Contractor(s) must honor the prices, terms and conditions of this contract with political subdivisions, school districts, fire districts or other district or public authority located entirely or partly within Monroe County. Usage of this contract by any of these other political subdivisions or agencies or corporations will have to be coordinated between that subdivision or agency or corporations and the contractor. Orders placed against this contract between any subdivision or agency or corporation will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

**INDEMNIFICATION:**

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

## MICROFILM SUPPLIES & PROCESSING

### SPECIFICATIONS

**LOCATION:** The Microfilm Supplies and Processing requested in this bid are for the Monroe County Clerk's Office located at 39 West Main Street Rochester, New York 14614.

**PURCHASE OF FILM:** The Monroe County Clerk's Office wishes to purchase 16mm x 215 ft. Kodak Archive Storage Media Microfilm or equal on a regular basis for use with the Kodak Document Archive Writer.

**PROCESSING:** The Monroe County Clerk's Office will supply the contract vendor with one (1) original roll of 16mm x 215 ft. Kodak Archive Storage Media Microfilm from the Kodak Document Archive Writer. The vendor will process the roll, using Archival Processing and duplicate the number of microfilm prints using the Diazo processing method.

Returning film's container must be labeled as to the contents of the microfilm (originals as well as duplicates). Duplicate film for the Monroe County Clerk's Office must be packaged in plastic microfilm storage containers.

**FILM INDEXING** Libers of the same document type will be processed on rolls in ascending sequential order.

**PROCESS CONTROL:** The vendor will process the film on a fully automatic film processing equipment, monitored minimum of twice daily by sensitometric testing with strict maintenance of temperature control, chemical replenishment, time cycle washing drying to maintain the finished product to archival standards and consistent density (excluding the Diazo-processed duplicate film). The laboratory where the film is processed shall have temperature and humidity controls so that the temperature of the room is kept at 68°F with a  $\pm$  of 3° and the relative humidity kept at 5%,  $\pm$  5%.

After processing, the film shall be checked on a densitometer and then inspected on a light box with eye-loupe to determine that the images are continuous and good quality. In handling the film, the vendor must keep a permanent record of all film received, data processed, volume and pages of record contained and the dates on which finished prints were returned to the Monroe County Clerk's Office. When editing reveals that retakes on the part of Monroe County Clerk's Office are necessary due to technical or film quality problems, the vendor shall notify the Monroe County Clerk's Office immediately.

The vendor must also possess the ability to produce silver duplicate microfilm at the request of the Monroe County Clerk's Office.

**PICK-UP & DELIVERY:** The contract vendor will accept deliveries a minimum of two times per week from the Monroe County Clerk's Office, with a turn-around time from delivery of exposed film to delivery of processed and duplicated film being a maximum of four (4) business days. Vendor should be able to provide on request, three (3) references from high-volume customers of vendor's microfilm processing work.

Vendor will incur all costs for pick-up of exposed film and delivery of processed film. Vendor will supply the Monroe County Clerk's Office with pre-addressed, postage-paid mailing packages. Vendor will use a traceable form of mailing for both exposed and processed film.

**CONTACT:** Diana Christodaro  
Phone: 585-753-1613  
Fax: 585-324-1281

Email: dchristodaro@monroecounty.gov

## **SUBDIVISION MAPS**

### **SPECIFICATIONS**

**LOCATION:** Monroe County Clerk's Office located at 39 West Main Street Rochester, New York 14614.

**PROCESSING:** Batches of approximately 100 subdivision maps will be picked-up by the awarded vendor at a time, for the following process:

1. 35mm Silver image roll-filmed copy of each document
2. One (1) set of Diazo aperture card images from each document, labeled with correct liber and page.
3. It is estimated that this service will be required approximately once per month.

**PICK-UP & DELIVERY:** The awarded bidder will include all costs for pick-up and delivery in their bid quotes. Return of completed set will be four (4) business days after delivery and can be included with the Land Records microfilm.

**CONTACT:** Diana Christodaro  
Phone: 585-753-1613  
Fax: 85-324-1281

Email: [dchristodaro@monroecounty.gov](mailto:dchristodaro@monroecounty.gov)

**UNIT PRICE SHEET**

<b><u>DESCRIPTION</u></b>	<b><u>UNIT PRICE</u></b>
Kodak Archive Storage Media Microfilm 16mm x 215 ft., #E8MCF	\$29.45
Processing per attached specifications	\$9.00
Duplication per attached specifications	\$27.52
Silver Duplication 16mm x 215 ft.	\$32.31
Sub Division Maps - 35 mm Silver Roll & (1) Aperture Card, per set	\$9.10 \$32.00

**AS NEEDED:**

Duplicating of 35 mm Microfilm 35mm x 100 ft. Diazo Duplicate	\$17.15
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**MONROE COUNTY PURCHASING**  
**Vendor Performance Survey**

**Contract Title:**

**Contract Number:**

**Vendor:**

Please rank the vendor performing the contract specified on a scale from "1" to "10" with "1" being poor, "5" average and "10" excellent. Please include any additional comments or suggestions in the space provided below. Monroe County Purchasing appreciates your input.

	Poor				Average					Excellent
	1	2	3	4	5	6	7	8	9	10
Item(s) supplied met specifications										
Product provided value (taking into account price, quality, etc.)										
Timeliness of delivery										
Completeness and accuracy of order										
Ability to contact representatives of vendor when needed? (If unavailable was call back prompt?)										
Invoices received promptly and accurately										
Recommendations received from the vendor (i.e. product information, cost saving strategies, ideas for better use of resources, etc.)										

**Survey Completed by:**

**Name:**

**Title:**

**Agency:**

**Telephone:** \_\_\_\_\_ **Fax:**

**E-mail:**

***Please submit this survey to Monroe County Purchasing.***